

Renewal of Agreement

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____ day of _____, 2016, by and between Shelby County Government (hereinafter "County") and Colossus, Incorporated d/b/a InterAct Public Safety Systems (hereinafter "InterAct" or "Seller").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated November 29, 2010, for the purchase of Interact Mobile Server and Interact Mobile Cop Software, a wireless query and messaging system for law enforcement officers.

WHEREAS, the Shelby County Mayor authorized renewal periods under said Agreement for software maintenance (Exhibit A to Agreement) and authorizes the undersigned Assistant County Attorney to act as his designee for the purposes of this renewal.

WHEREAS, the Agreement has previously been renewed by the parties by written instrument on May 19, 2014 and on July 7, 2015.

WHEREAS, the parties now desire to enter into this Amendment to renew the Software Service Maintenance Agreement for the period beginning July 1, 2016 through June 30, 2017.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement between the parties is hereby renewed for the period beginning July 1, 2016, until June 30, 2017.
2. The total cost for this renewal period shall not exceed FIFTY-THREE THOUSAND FIFTY-THREE DOLLARS and 96/100 (\$53, 053.96) Dollars payable in accordance with the terms of the Agreement.
3. **Seller shall not be permitted or authorized to incur costs beyond the extent that purchase orders have been issued on approved contracts and/or purchases prior to the commencement date, during the term of the contract, and/or subsequent to the termination date of County contracts or purchases without prior, expressly written, appropriate authorization pursuant to County purchasing procedures and rules and regulations. County is not obligated to pay nor shall Seller be entitled to receive payments for contract fees and expenses incurred in violation of this provision.**
4. This Amendment shall be subject to and contingent upon adoption of the Fiscal Year 2016-2017 Operating Budget of Shelby County Government by the Board of County Commissioners and approval of the cost for this Amendment within said Operating Budget.
5. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the

_____ day of _____ 2016.

SHELBY COUNTY GOVERNMENT

Contract Administrator
Assistant County Attorney

**COLOSSUS, INCORPORATED D/B/A
INTERACT PUBLIC SAFETY SYSTEMS**

By: _____
James Simak
Title: Senior Executive Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Jim Simak, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Renewal of Agreement the within named bargainor, a corporation, and that he as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Sr. Exec. VP.

WITNESS my hand and official seal at office this 19th day of Aug., 2016.

Christine A. Heckle
Notary Public

My Commission Expires: Feb. 11, 2018





Purchasing Department

160 N. Main, Suite 900
Memphis, TN 38103


(901) 222-2250
Fax (901) 222-2065

Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

Memorandum

To: Wink Downen, CIO
Shelby County Sheriff's Office

From: Clifton Davis, Administrator 
Purchasing Department

Date: July 11, 2016

Re: Single/Sole Source – InterAct Public Safety Systems

Mayor Luttrell has approved InterAct Public Safety Systems as a sole source to provide the InterActMobile Server & InterActMobileCop Software maintenance as requested. I have enclosed a copy of the executed sole source document.

If you have any questions, let me know.

CD/shw

Enclosures

cc: Lee Rankin Hopson, Contracts Administrator



Shelby County Tennessee

Purchasing Department

160 N. Main, Suite 900
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Mark H. Luttrell, Jr., Mayor

Memo

To: Honorable Mark H. Luttrell, Jr.
Shelby County Mayor

From: Clifton Davis, Administrator
Purchasing Department

Date: July 7, 2016

Re: Single/Sole Source- InterAct Public Safety (IPS)

The Shelby County Sheriff's Department is requesting that IPS be designated as a sole source to provide the InterActMobile Server & InterActMobileCop Software maintenance at a cost of approximately \$53,053.96

IPS is the sole source provider and maintainer of this equipment that provides law enforcement officers in the field with direct access to motor vehicle and warrant information within seconds, and its associated software components, technical support and maintenance services. Therefore, approval of IPS as a sole source for this procurement is requested.

Please approve or disapprove this sole source request by signing in the space provided below:

APPROVED: _____ ✓

APPROVED WITH CHANGES: _____

DISAPPROVED: _____

DATE: 7-8-16

Mark H. Luttrell, Jr., Mayor

Cc: Shirley Curtis



Dear Valued Harris Customer,

Enclosed with this letter is your current software maintenance agreement and invoice. Often I am asked by customers to explain the cost associated with annual maintenance or why their maintenance fee may have increased. I find that many of these customers are questioning the value of software maintenance because they look at it only as technical support for software issues that may arise. But the value of maintenance goes far beyond technical support. To fully understand the importance and value of software maintenance in a mission critical environment such as Public Safety, you need to factor in all of the benefits of a healthy, long-term relationship between you the customer and your software vendor.

When you purchased your software solution from Interact, you invested in a long term solution that would grow and adapt as your business and industry requirements evolve. In order to respond to these ever-changing needs in a timely manner, Interact must maintain an experienced and qualified staff of software developers, testers, business analysts, and support technicians. Interact depends on Annual Maintenance fees to not only maintain this staff, but also provide them with the tools and technology they need to provide the best products and services possible. The ongoing investment in your annual maintenance agreement is just as important as your initial investment in the software licenses and services.

The services provided in your maintenance agreement include the following:

- Regular Software Upgrades for all licensed Interact Products Software for Life Policy
- 24 x 7 x 365 access to remote technical support
- Ability to request enhancements to the products
- Ability to view the status of your product enhancement requests on-line
- Accessibility to on-line documentation & downloads

We are very excited about where we are headed as a company and remain committed to providing you with the products, services and solutions that you require and expect. We will continue to invest in our on-going support efforts as well as in the enhancement of our software products.

Our ultimate objective is to provide you with improved product quality and world class service.

Should you have any questions regarding your enclosed maintenance invoice, please do not hesitate to contact me at the phone number or email listed below.

We look forward to a long and productive relationship with you.

Sincerely,

Sue Olson

Vice President, Client Services

sue.olson@interact911.com

(248) 630-2188